

South Carolina Department of Natural Resources
1000 Assembly Street (Room 242-B)
P.O. Box 167
Columbia, SC 29202
(Return quote to the above address.)

Jessica Monts, Procurement Specialist
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<http://www.dnr.sc.gov/admin/procure/bulletin.html>

REQUEST FOR QUOTATION

Return Quote No Later Than: August 18th, 2008 11:00 am	Quote Number: Q005024JM
Title: Furnish and Deliver Shucked Oyster Shell	
Mailing Date: August 4 th , 2008	Direct Inquiries to: Jessica Monts
James H. Jackson, Dir. of Procurement Serv.	Req. Number: 005024
Vendor Name:	FEIN or Social Security Number
Vendor Mailing Address:	Reason for no quote:
City, State, Zip:	Telephone Number: Fax Number:
Authorized Signature (Manual):	Authorized Signature (Typed), Title:

Upon Receipt, the quoter should submit a quotation in the manner indicated below. The closing date/time specified above is the time by which a quotation is required. A public opening will not be held for quotations.

AWARD & AMENDMENTS: The award, this solicitation and any amendments will be posted at the following web address:
<http://www.dnr.sc.gov/admin/procure/bulletin.html>

Delivery Point: Deliver supplies/services FOB destination to the following address unless specified differently elsewhere herein: **Various locations designated by the Shellfish Management Section within the boundaries of State and Public Shellfish Grounds**

MUST BE SIGNED TO BE VALID

We hereby agree to furnish items and/or services for which prices are listed in accordance with any attached specifications

****Quote number and closing date must be shown on envelope****

****Quotes under \$10,000.00 may be faxed. All quotes over \$10,000 must be submitted in a sealed envelope****

****If a statement of award is desired, please enclose a self-addressed stamped envelope****

Do not include any taxes in the quotation price(s).

Quotation Acceptance period: In compliance with the quotation, and subject to all conditions thereof, the signed offers and agrees, if this quotation is accepted within _____ days from the date of closing, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

IMPORTANT
SC RVP & SC/US Preferences

SC Resident vendor Preference

I certify that I am a resident vendor meeting all qualifications as defines in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this quote.

*In order to make claim for this preference in the award of this quote, the person signing the quote must place their initials here _____.

*Address and phone number of SC office. (Must be completed if making claim)

Phone # _____

SC/US Made, Manufactured or Grown End-Product Preference

*By signing quote and checking the appropriate space(s) provided and identified on the quote pricing schedule, vendor certifies that the end product(s) as shown in this quote are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to quote awards less than \$10,000.00.

Notice: Important information pertaining to preferences.

*If a quoter has not requested the preferences he will neither be entitled to claim any preference against another quoter nor will he be protected from application of another quoter's claim to a preference against his quote in determining contract award.

INSTRUCTIONS TO QUOTERS

Tie quotations will be resolved as outlined in Section 11-35-1520(9) (A) - (D) of the South Carolina Consolidated Procurement Code.

Right to protest under Section 11-35-4210(1) of the Consolidated Procurement Code does not apply. Re: Small purchases (less than \$50,000 in actual or potential value) Section 11-35-1550(3).

Unless otherwise stated, all prices must be firm.

Do not include any taxes in the quotation price(s).

Quotation Rejection/Cancellation: The State of South Carolina reserves the right to reject any or all quotes and to cancel the quotation.

Unit Price Governing: Unit price will govern over extended price unless otherwise stated in the request for quotation.

Quotation Amendments: All amendments to and interpretations of this quotation shall be in writing from the procurement officer of the Department of Natural Resources. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

GENERAL CONTRACT CLAUSES

Default: In case of default by the contractor, the State reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible quoter until the assessed charge has been satisfied.

Indemnification: Contractor shall indemnify and save harmless the State, its officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright.

Protection of Human Health and the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard"

OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this quote, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Payment of Goods & Services: Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

Certification Regarding Debarment and Other Responsibility Matters:

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Certificate of Independent Price Determination (May 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

SPECIAL PROVISIONS

Acquisition Instructions: Furnish and deliver new supplies/equipment complying with the enclosed description and/or specifications and conditions as applicable to this quote notice.

Quoting Instructions: The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The offeror must include with his quote, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

Evaluation/Award: Award will be made to one quoter for entire quantity.

Warranty: Manufacturer's standard warranty will be required in writing with delivery of product.

IMPORTANT NOTICE

Bidder/Offeror

Re: S.C. Withholding Tax Amendments
Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The affidavit will be retained by the entity or person letting the contract to the nonresident. In the absence of an affidavit being provided, withholding will be required (contracts--2%, rental or royalty recipients--7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)737-4872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

INSTRUCTIONS

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

2. Trade Name (Doing Business As):

3. Mailing Address:

4. Federal Identification Number:

5. _____ Hiring or Contracting with:

Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:

Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):

_____ The South Carolina Secretary of State or

_____ The South Carolina Department of Revenue

Date of

Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

(Signature of Owner, Partner or Corporate Officer)

Date

If Corporate officer state

title: _____

(Name - Please Print)

**SPECIFICATIONS TO FURNISH AND DELIVER SHUCKED OYSTER SHELLS AS SPECIFIED BY THE
SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES**

Introduction:

The South Carolina Department of Natural Resources (SCDNR) is requesting bids for shucked oyster shells to be delivered to Beaufort County, Bennett's Point and Charleston County, SC complying with all specifications listed.

Job Description:

Shell must be loaded at the contractor's facility and delivered by truck to various locations designated by the Shellfish Management Section within the boundaries of State and Public Shellfish Grounds for the purposes of cultivation and restoration.

An amount of 28,500 U.S. bushels of shucked oyster shell for planting shellfish beds will be required to complete planting in Beaufort County, Bennett's Point and Charleston County, SC for the 2008 season. This amount should be delivered in thirty (30) loads of approximately 950 U.S. bushels according to instructions from the SCDNR. Please submit bid in U.S. dollars for which you are willing to supply, load, transport by highway and dump 28,500 bushels of shell

General Specifications:

The contractor will provide all necessary labor, materials, and equipment to accomplish deliveries totaling 28,500 US bushels of shell to various locations in Beaufort County, Bennett's Point and Charleston County, South Carolina.

Insurance:

The successful contractor must furnish within 10 days after written acceptance of a bid a copy of his liability insurance certificate.

Completion Date:

Work must be completed by September 30th, 2008, unless otherwise agreed upon by SCDNR and the contractor.

Delivery:

(Beaufort County, SC)

9,500 US Bushels delivered to Fort Frederick boat landing on the US Naval Hospital Grounds in Port Royal, SC.

4,750 US Bushels delivered to St. Helena Island, near Land's End boat landing

4,750 US Bushels delivered to the Beaufort County Department of Public Works at 120 Shanklin Road.

4,750 US Bushels delivered to Bennett's Point in Greenpond, SC

4,750 US Bushels delivered to Bowens Island near Folly Beach/James Island, SC

Please contact Andy Jennings, 843-478-3711, to coordinate the exact locations for the delivery of the oyster shell in Beaufort County, Bennett's Point and Charleston County, South Carolina.

PRICING SCHEDULE

LINE ITEM	COMMODITY/SERVICE DESC	QTY	U/M	UNIT PRICE	EXTENDED PRICE
0001	Furnish and Deliver 9,500 US Bushels of shucked oyster shell to Fort Frederick boat landing, Beaufort County, SC, complying with all specifications listed herein	1	LOT	\$	\$
0002	Furnish and Deliver 4,750 US Bushels of shucked oyster shell to St. Helena Island, Beaufort County, SC, complying with all specifications listed herein	1	LOT	\$	\$
0003	Furnish and Deliver 4,750 US Bushels of shucked oyster shell to Beaufort County Department of Public Works complying with all specifications listed herein	1	LOT	\$	\$
0004	Furnish and Deliver 4,750 US Bushels of shucked oyster shell to Bennett's Point complying with all specifications listed herein	1	LOT	\$	\$
0005	Furnish and Deliver 4,750 US Bushels of shucked oyster shell to Bowens Island complying with all specifications listed herein	1	LOT	\$	\$
0006	TOTAL				\$

DELIVERY_____ DAYS ARO

MFG_____MODEL

SC END PRODUCT_____US END PRODUCT

INITIAL WARRANTY_____DAYS PARTS

_____DAYS LABOR